

**City of Mt. Vernon, Iowa
Employment Agreement
Public Works Director**

This Agreement, made and entered into on this 6th day of October , 2014, by and between the City of Mt Vernon, Iowa (“City”) and Nicholas J. Nissen (“Mr. Nissen”).

WHEREAS, the City desires to employ Mr. Nissen as its Public Works Director, upon the terms and conditions as set forth herein; and

WHEREAS, Mr. Nissen desires to work for the City as Public Works Director upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1: Term

The City hereby employs Mr. Nissen in the capacity of Public Works Director commencing on the 23rd day of September 2014, and continuing thereafter until the 30th day of June, 2016, or his employment is terminated according to the provisions of this Agreement.

Section 2: Duties

2.1. The City hereby agrees to employ Mr. Nissen as Public Works Director to perform the functions and duties specified by the City Administrator, Mayor and City Council. Mr. Nissen shall devote his full time and attention to the Office of Public Works Director. Mr. Nissen shall carry out all such powers and duties as required by the job description as approved by the City Council and all City, State and Federal Codes. Mr. Nissen shall perform other duties as assigned by the Mayor or Council.

2.2. Mr. Nissen agrees to devote his energies to no less than forty hours each week, excepting vacation and holiday time, and more if necessary to the performance of his duties. It is recognized that Mr. Nissen devotes a great deal of time outside the normal office hours to business of the City. This position is exempt from overtime as outlined in the Fair Labor Standards Act. Normal work hours will be Monday through Friday during the day. Mr. Nissen may work other hours with the prior consent of the City Administrator. Mr. Nissen shall remain available for contact in case of emergencies at all times.

2.3. Mr. Nissen shall devote his full-time and best efforts to the business and affairs of the City of Mt. Vernon, Iowa. Mr. Nissen shall not accept any other employment or directly participate in any outside business interest that conflicts with his official duties during the term of this Agreement. Before accepting any other employment or directly participating in an outside business interest, Mr. Nissen will obtain the written consent of the Mayor. Any

employment or business in which Mr. Nissen is presently involved does not need the consent of the Mayor, however, the employment or business must be disclosed in writing to the Mayor within fifteen (15) days of the execution of this Agreement.

2.4. Mr. Nissen acknowledges, however, that the proper performance of his duties as Public Works Director will often require the performance of necessary services at other times and for more extended periods. Mr. Nissen agrees to devote such additional time as is necessary for the full and proper performance of his duties, and to that end Mr. Nissen will be allowed to take compensatory time off as he shall deem appropriate.

2.5. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Mr. Nissen at any time, subject only to the provisions set forth in Section 3.

2.6. Nothing in this section shall prevent, limit or otherwise interfere with the right of Mr. Nissen to resign at any time from his position with the City, subject only to the provisions set forth in Section 3.3.

Section 3: Termination/Severance Pay

3.1. The City may terminate this Agreement without “just cause” at any time, provided, however, that Mr. Nissen shall receive one half of accrued sick leave and all accrued vacation.

3.2. In the event that Mr. Nissen’s employment is not continued after the expiration of this Agreement, Mr. Nissen shall receive half of accrued sick leave and all accrued vacation.

3.3. Mr. Nissen may terminate this Agreement at any time upon thirty (30) days prior notice by tendering his written resignation to the City. Mr. Nissen shall cooperate with the City in effecting the transfer duties during the 30-day notice period. In the event Mr. Nissen resigns his position with the City, the severance benefits set out in Section 3.1 and 3.2 do not apply.

Section 4: Compensation

4.1. Commencing on September 23, 2014, the City shall pay Mr. Nissen for his services an annual salary of \$60,000.00, payable bi-weekly. By March 1 of each year, the City Council shall review, but has no obligation to increase, Mr. Nissen’s salary or change his benefits.

4.2. Mr. Nissen shall receive in the same manner, health, dental, vision, and hospitalization and disability benefits provided to the Public Works bargaining unit of the City of Mt. Vernon, Iowa.

4.3. Mr. Nissen shall accumulate 1-1/4 days (10 hrs) of sick leave for each full calendar month of employment with a maximum accrual of five hundred twenty (520) hours. Mr. Nissen may trade sixteen (16) hours of sick leave for one (1) extra day of vacation, up to a

maximum of five (5) extra vacation days per fiscal year. Upon retirement, all of the accumulated sick leave will be paid as an additional pay check to Mr. Nissen or his estate.

4.4. Mr. Nissen may use up to six (6) sick days per year for the comfort and care and transportation to hospitals and doctors' offices for the care of immediate family only upon receipt of certification from a doctor or physician.

4.5. The City, at its option, may require examination of Mr. Nissen by a licensed physician in the event that Mr. Nissen uses five (5) or more sick days in any 14-day period.

4.6. The City shall provide workers' compensation coverage for Mr. Nissen for all job related injuries. The City shall pay the difference between the work comp benefits and Mr. Nissen's normal salary for a period of six (6) months. The City's obligation to pay the difference between the work comp benefits and normal salary will be reduced by the amount of any long term disability payments made pursuant to the City's long term disability policy.

4.7. Mr. Nissen will be subject to the same uniform policy as the Public Service group.

Section 5: Vacation and Holidays

5.1. Mr. Nissen shall accumulate six and two-thirds (6.66) hours per month of vacation with pay for each month of employment with a maximum accrual of eighty (80) hours per year. Mr. Nissen can carry over a maximum of forty (40) hours of vacation from one fiscal year to the next, but in no event will Mr. Nissen be allowed to accrue more than one hundred twenty (120) hours of vacation at any one time. Mr. Nissen shall be entitled to exchange eighty (80) hours of vacation in any one year for pay at his normal pay rate (base rate divided by 2080). Each such paid vacation shall commence at such time or times during the year as may be mutually agreed upon by Mr. Nissen and the City. If the number of vacation days exceeds three, one-week notice shall be given to the City. Upon retirement, all of the stated maximum accrued vacation time will be paid as an additional paycheck to Mr. Nissen or his estate.

5.2. Mr. Nissen shall be entitled to the same Holidays as employees of the Public Works Department and observe Holidays on the day in which they fall, unless the Holiday is on a Saturday, in which case Mr. Nissen shall observe it on the Friday before the Holiday, and if the Holiday is on a Sunday, Mr. Nissen shall observe it on the following Monday.

Section 6: Insurance

6.1. Life Insurance. The City shall secure and maintain in effect a policy of term life insurance for Mr. Nissen in the amount of one hundred thousand dollars (\$100,000) during the term of his employment with the coverage to be effective on or off the job and an additional twenty-five thousand dollars of coverage (\$25,000.00) for accidental death of the employee, and shall carry a policy of ten thousand dollars (\$10,000) on Mr. Nissen's spouse and five thousand (\$5,000) on each eligible child.

6.2. Professional Liability. The City shall provide for professional liability insurance.

Section 7: Performance Evaluation

7.1. The performance of Mr. Nissen will be reviewed at least once annually. Annual reviews shall take place in advance of the adoption of the annual operating budget. Said review and evaluation will be fair and reasonable based on Mr. Nissen's job description and job performance based criteria developed by the City. Further, the City shall provide Mr. Nissen with a summary written statement of the findings and provide an adequate opportunity for Mr. Nissen to discuss his evaluation with the City.

7.2. Annually, the City and Mr. Nissen shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

7.3. In effecting the provisions of this section, the City and Mr. Nissen mutually agree to abide by the provisions of the applicable law.

Section 8: Retirement Benefits

The City agrees to pay its share of IPERS in accordance with applicable state laws and regulations.

Section 9: Dues, Subscriptions and Professional Development

9.1. The City agrees to budget and pay the dues and subscriptions of Mr. Nissen for membership in professional and civic organizations and subscriptions necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City of Mount Vernon, with Mayoral approval.

9.2. The City hereby agrees to budget and to pay the travel and subsistence expenses of Mr. Nissen as Public Works Director for professional and official travel, meetings and occasions adequate to continue the professional development and to adequately pursue necessary official and other functions for the City as approved by the City Administrator or Mayor prior to attendance. Mr. Nissen may, with Mayoral approval and at City's expense, attend such meetings, seminars, conferences, continuing education requirements, and college courses related to the duties of Public Works Director as Mr. Nissen shall deem worthwhile and in furtherance of his professional obligations.

Section 10: Funeral Leave

Mr. Nissen will receive a paid leave of absence up to three (3) days for a death within the immediate family to include wife, son, daughter, step-children, sister, brother, grandchildren, and parents of Mr. Nissen or spouse.

Section 11: Indemnification

The City shall defend, save harmless and indemnify Mr. Nissen against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Mr. Nissen's duties as the Public Works Director. Mr. Nissen will fully cooperate with the City in the settlement, compromise, preparation of defenses, or trial of any such claim, action, or suit. The City will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon. This provision does not apply to acts of Mr. Nissen outside the scope of his employment with the City or acts done willfully or recklessly not of the City's best interest.

Section 12: Bonding

The City shall bear the full cost of any fidelity or other bonds required of Mr. Nissen under any law or ordinance.

Section 13: Other Terms and Conditions of Employment

The Council, in consultation with the City Administrator, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Mr. Nissen, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City charter or any other law.

Section 14: Arbitration

Any breach or dispute arising out of, or regarding the interpretation of, this Agreement including the determination of whether termination was with "just cause" shall be submitted to a binding arbitration. Any decision made by an arbitrator or by arbitrators under this provision shall be enforceable as a final and binding decision.

Section 15: Car Allowance

At the discretion of the City of Mount Vernon, Mr. Nissen will be provided a vehicle allowance pursuant to one of the following:

- a. Mr. Nissen shall be allowed to drive a City owned vehicle for the conduct of City business. This does not allow Mr. Nissen to use the City owned vehicle for his personal use.
- OR

b. Mr. Nissen will be reimbursed for mileage for use of his personal vehicle while on City business at the same rate as allowed by the Internal Revenue Service. **Section 16: General Provisions**

16.1. The text herein shall constitute the entire agreement between the parties.

16.2. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

16.3. This Agreement supersedes all prior Agreements. The terms of any prior Agreement are null and void upon execution of this Agreement.

IN WITNESS WHEREOF, Nicholas J. Nissen has executed this Agreement, and the City Council has also caused this Agreement to be signed and executed by its Mayor and duly attested.

Jim Moore, Mayor
Mount Vernon, Iowa (Employer)

Nicholas J. Nissen
City Public Works Director
Mount Vernon, Iowa (Employee)

Approved as to Form:

Robert S. Hatala
City Attorney